

AGREEMENT¹

by and between

THE TOWN OF CHESHIRE

and

**LOCAL 1303-431 OF COUNCIL 4
AFSCME, AFL-CIO**

July 1, 2016 through June 30, 2020

COPY 5 of 10

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PREAMBLE

This Agreement is entered into by and between the Town of Cheshire, hereinafter referred to as the Town and Local 1303-431 of Council 4, AFSCME, AFL-CIO, hereinafter referred to as the Union.

ARTICLE I **RECOGNITION**

Section 1.1

The Town recognizes the Union, pursuant to the provisions contained in the Municipal Employee Relations Act ("MERA"), as the sole and exclusive representative for the purposes of collective bargaining on matters pertaining to wages, hours and other conditions of employment for all employees of the Town of Cheshire Public Library working twenty (20) or more hours per week including Professional Librarians II's and III's but excluding the Library Director, Deputy Library Director, Assistant Library Director and the Administrative Assistant and all other employees excluded under the MERA.

ARTICLE II **RIGHTS AND RESPONSIBILITIES OF THE TOWN OF CHESHIRE**

Section 2.1

Unless expressly and specifically limited, modified, abridged or relinquished by a specific provision of this Agreement, and whether exercised or not, the rights, powers and authority heretofore held by the Town of Cheshire pursuant to any charter, general or specific statute, ordinance, regulation or other lawful provisions, over the complete operations, practices, procedures and regulations with respect to employees of the Town, shall remain solely and exclusively in the Town, including, but not limited to, the following:

To determine the standards of services to be offered by Town employees; to determine the standards of selection for Town employment; to direct its employees; to take disciplinary and/or corrective action; to relieve its employees from duty because of lack of work or other legitimate reasons; to issue rules and regulations with proper notice and negotiations with the Union pursuant to State law; to maintain the efficiency of governmental operations; to determine work schedules; to determine the method, means and personnel by which the Town's operations are to be conducted; to determine the content of job descriptions and classifications, with proper notice and negotiations with the Union pursuant to State law; to exercise complete control and discretion over its organization and technology for performing its work and to fulfill all of its legal responsibilities. The Town reserves the right to continue the practice by which library employees who are bargaining unit members and supervisors perform work which may be performed by bargaining unit members and to use employees outside the bargaining unit to perform bargaining unit work in accordance with past practice.

ARTICLE III
UNION SECURITY

Section 3.1

The Town agrees to deduct from the pay of all its full-time and part-time employees, who in writing authorize such deductions from their wages, such membership dues, initiation fees, reinstatement fees, and service fees, as may be fixed by the Union. Such deduction shall continue for the duration of the Agreement except that any employee may withdraw such authorization in writing by certified mail to Council 4 or the President of the Local to be given sixty (60) days prior to the expiration date of the contract and to take effect upon termination of the Agreement.

Section 3.2

All employees, full time and part-time in the collective bargaining unit who are not members on the effective date of this clause shall, for so long as they remain non-members, as a condition of employment, pay to the union a service fee, as may be fixed by the Union. All employees, full-time and part-time in the collective bargaining unit who are members of the Union upon ratification of this Agreement but who hereafter cease to be Union members, shall, for so long as they remain non-members, as a condition of employment, pay to the Union a service fee as may be fixed by the Union.

Section 3.3

The deduction for any month shall be made during each payroll period of said month and shall be remitted to the Union together with a list of names of employees from whose wages such deductions have been made, no later than the fifth (5th) business day after which such deductions have been made.

Section 3.4

The Employer's obligations to make such deductions shall terminate automatically upon termination of the employee who signed the authorization or upon his transfer to a job not covered by this Agreement, except that deductions shall be resumed if a terminated employee is recalled or reinstated.

Section 3.5

The Union agrees to indemnify and to hold the Town harmless against any and all claims, demands, suits or other forms of liability that shall or may arise out of, or by reason of, action taken by the Town for the purpose of complying with the provisions of this Article.

ARTICLE IV
SENIORITY, LAYOFF AND RECALL

Section 4.1

Seniority shall be defined as the length of an employee's continuous service with the Cheshire Library. All new employees seniority shall be from the date of hire in bargaining unit positions. Seniority shall be broken by either discharge, voluntary termination, or termination of recall provision rights.

Section 4.2

The Town will, during the month of January of each year, furnish the Union with a seniority list showing the length of service of employees in the bargaining unit.

Section 4.3

No employee shall obtain seniority until he or she has completed a probationary period during which he or she shall have worked for the Town for a period of one hundred eighty (180) calendar days. Following the completion of the probationary period, an employee's seniority shall be retroactive to that employee's most recent date of hire. During the probationary period, the probationary employee shall be covered by all terms and conditions of the Agreement, except that a probationary employee may be terminated by the Town in its sole discretion for any reason whatsoever and neither the employee nor the Union, on his or her behalf, shall have recourse to the grievance procedure of this Agreement.

* For the purpose of this Article and Section: if an employee works any part of a day, including Saturdays, Sundays, and holidays, that day shall count as one full day towards the one hundred eighty (180) calendar days.

Section 4.4

- A. If the Town determines that a reduction in the work force is required and may be prevented by a reduction in employees' hours, the reduction in hours shall be done in the following order:
1. Vacant bargaining unit and non-bargaining unit positions, at the discretion of the Library Director;
 2. Furlough days for the bargaining unit and non-bargaining unit employees to be determined by mutual agreement of both parties;
 3. Filled non-bargaining unit positions not to exceed fifteen per cent (15%) of the total of non-union hours per week not to include the hours of the management administrative positions; and

4. Filled bargaining unit positions.

Under no circumstances shall the reduction in hours in #3 above apply to or include management administrative positions at the Library (Director, Deputy Director, Assistant Director, Administrative Assistant)

- B. When the Town determines that layoffs are necessary, they shall take effect in the inverse order of seniority in the classification affected in the following order:
1. Non-bargaining unit employees, not to exceed fifteen (15) per cent of the total of non-union hours per week, not to include the hours of the management administrative positions.
 2. Probationary bargaining unit employees.
 3. Regular bargaining unit employees.

Under no circumstances shall these layoffs apply to or include management administrative positions at the Library (Director, Deputy Director, Assistant Director, Administrative Assistant).

- C. Employees who are laid off shall have bumping rights, provided they have more seniority than the person bumped, as follows:
1. The employee may bump another employee in the same classification.
 2. The employee may bump another employee in a lower classification.
 3. The employee may bump a non-bargaining unit employee performing bargaining unit work within the same classification or lower classification.

An employee who has bumping rights must elect his/her right to bump in the order set forth above. Any employee who declines to accept the first available bumping opportunity, as set forth above, shall be laid off.

- D. No employee may bump into another position or classification unless the bumping employee has the present ability to perform the work of the position into which the employee seeks to bump.
- E. For the purposes of this Section, there shall be one (1) department.
- F. An employee exercising bumping rights under this provision shall be given a 90 calendar day probationary period to demonstrate his/her ability to perform the job requirements. If the employee fails to demonstrate an ability to perform the job during this probationary period, then the employee shall be laid off. If a vacancy exists in a lower classification at the time the employee would otherwise be laid off, the Town shall offer the employee an opportunity to perform such job provided the employee meets the qualifications of the position, subject to an additional 90 calendar day probationary period. If the employee

fails to demonstrate an ability to perform the job during this probationary period, then the employee shall be laid off.

- G. An employee who bumps into a lower classification shall be paid at the rate of pay for the lower classification which is closest to, but not higher than, the employee's rate of pay in the former job classification.

Section 4.5

- A. The names of all employees on lay-off shall be placed upon a recall list to be maintained by the Town Manager or his/her designee. Employees shall be entitled to recall for a period of thirty-six (36) months from the date of their lay-off, except as provided below. During this time, such employees shall only be entitled to be recalled in order of seniority, provided that no employee shall be guaranteed any job under this Agreement.
- B. An employee who has been laid off shall be responsible for keeping the Town Manager informed as to his/her current address. The Town shall only be required to send any recall notice to the address, which is maintained in the Town's employment records. If that notice is returned as not deliverable, he/she shall be no longer eligible for recall and he/she shall have his/her name removed from the recall list.
- C. An employee notified that an opening exists shall have ten (10) working days from his/her receipt of the recall notice which shall be sent by certified mail, return receipt requested, to notify the office of the Town Manager of his/her availability. The recalled employee must then report to work within three (3) weeks from their response of the recall notice or shall no longer be eligible for recall and he/she shall have his/her name removed from the recall list.
- D. An employee shall be recalled by seniority within the classification he/she was laid off from or to a job in a lower classification providing the employee has the ability to perform such work required within a 45 day working period. Such employee recalled to a lower classification shall maintain recall to the classification he/she was laid off from for the remaining period of his/her recall right period and will be given the first opportunity to return to said position in accordance with their seniority. An employee who refuses a recall to a position in a lower classification shall remain on the recall list to his/her former position only.

ARTICLE V JOB POSTING

Section 5.1

When the Town determines that a permanent vacancy exists and that it is going to fill the position, the Town will follow the procedure set forth below. For purposes of this Article, a permanent vacancy includes the creation of a new position in the bargaining unit and/or the

replacement of a previous incumbent as a result of a termination, promotion, demotion, resignation or retirement.

Section 5.2

All vacancies and positions covered by this Agreement shall be posted for a period of five (5) working days on bulletin boards in Cheshire Library before the Town shall act to fill such vacancies. A copy of job postings shall be given to the Union President or his/her designee. Employees who desire to be considered for appointment to any such vacancy must submit their applications to the Personnel Department not later than the conclusion of the posting period specified above. Union representatives may place into application the name of any employee who is absent from work during the posting period.

Section 5.3

Employees within the bargaining unit shall have first preference to apply for vacancies provided they are qualified and demonstrate appropriate performance, based on a written exam, oral exam and/or a practical exam and past employment records. If two qualified applicants are equal in skill and ability, as defined above, then the applicant with the greater seniority in the bargaining unit shall be offered the positions. The Town may fill a permanent vacancy from outside the bargaining unit if the Town determines that no qualified applicant applies from within the bargaining unit who possesses the requisite technical skills and abilities as described in the essential requirements of the job description.

Section 5.4

The promoted employee shall be given a probationary period of ninety (90) calendar days. The probationary period may be extended for up to ninety (90) calendar days if the Library Director thinks a longer working test period is necessary in order to determine whether the employee should be retained in the position. If the employee fails to satisfactorily complete the probationary period, he/she will be returned to his/her former position, provided that the position is still in existence or will be allowed to exercise such bumping rights as are provided for by this Agreement.

ARTICLE VI **HOURS OF WORK AND OVERTIME**

Section 6.1

- A. The regular hours of employment for full-time employees shall be thirty (30) to thirty-five (35) hours per week. The regular hours for part-time employees shall be twenty (20) hours to twenty-nine (29) hours per week. The hours of work will be scheduled generally between the hours of 9:00 a.m. and 8:30 p.m. Monday through Thursday and generally between the hours of 9:00 a.m. and 5:00 p.m. Friday and Saturday. Employees may request to revise their work schedule if necessary.

Employees will generally be required to work one night a week. Employees may also be required to work a second night based on seniority in the job classification required. If no employees volunteer, the least senior employee shall be required to work.

Employees will generally work one Saturday in rotation every third week, from the first Saturday following Labor Day through the last Saturday in June, working no more than 15 Saturdays per year between Labor Day and the last Saturday in June. The Library Director or his/her designee will adjust the rotation so that holiday weekends will be evenly distributed among three teams.

- B. In the event that summer Saturday hours are established, employees will be required to work one Saturday from 9:00 a.m. to 1:00 p.m. between July 1 and August 31 excluding Independence Day weekend and the Saturday before Labor Day. The summer Saturday(s) to be worked will be assigned after the summer vacation schedule is determined. Employees will account for their regular hours during the pay period of their required Saturday by adjusting their work schedules in the week leading up to their Saturday, by requesting paid leave to account for the balance of hours or by accruing compensatory time as described in 6.2A or 6.2B, as applicable.

In the event that additional summer Saturday coverage is needed, employees may work additional Saturdays pursuant to 6.2A. Employees will account for their regular hours during the pay period of any additional Saturdays by adjusting their work schedules in the week leading up to their Saturday, by requesting paid leave to account for the balance of hours, or by accruing compensatory time or overtime as described in 6.2A or 6.2B, as applicable.

- C. In the event that Sunday hours are established, the Library Director shall determine annually the number of assignments needed. There will be a minimum of four bargaining unit position assignments available. Bargaining unit employees will have the right of first refusal for the assignments of supervisor, children's and/or reference and one or two circulation shifts. If more bargaining unit employees sign up to work Sundays than needed to fill the positions, bargaining unit employees will be rotated in accordance with seniority. Employees of the bargaining unit will be paid at the rate of time and one half for all hours worked on Sunday. In the event that bargaining unit employees do not fill all positions, then non-bargaining unit employees and/or substitutes shall be hired to fill all positions declined by bargaining unit employees on a yearly basis. In the event a supervisor is not available to work on a Sunday, the Library Director or his/her designee shall replace the supervisor at his/her discretion. Management can make desk assignments on Sundays from 1:00 pm to 5:00 pm.

The Library Director or his/her designee will provide the Union President with the dates of Sunday hours; and the Union President shall be responsible for circulating the Sunday shift signup sheet and returning it to the Library Director or his/her designee no fewer than sixty (60) days before the commencement of Sunday hours.

- D. Employees working seven (7) or more hours in a given day will receive a one (1) hour unpaid meal break each working day. Upon approval from the Library Director, or his/her designee, an employee may opt to receive a one-half (1/2) hour unpaid meal break. Employees working less than seven (7) hours a day, with the approval of the Library Director, or his/her designee, may opt not to take a meal break. Employees will receive one ten (10) minute rest break during each half day of the daily schedule as time actually worked.

Section 6.2

- A. The Library Director shall determine when overtime shall be worked. For employees who are normally scheduled to work thirty-five (35) hours per week or more, the employee shall be paid at a minimum of one and a half (1½) his/her normal hourly rate of pay for all required hours worked which is inclusive of any paid leave provisions under the terms and conditions of this Collective Bargaining Agreement in excess of his/her normally scheduled work week and in excess of his/her normally scheduled work day. Overtime assignments shall be on a rotational basis by seniority in the same job classification. Bargaining unit employees shall be offered overtime work and/or extra hours work prior to overtime work and/or extra hours work being offered to any non-bargaining unit employee in the same job classification.
- B. Any employee whose normally scheduled work week is less than thirty-five (35) hours shall be paid at a minimum of one and a half (1½) his/her normal hourly rate of pay for all required hours worked in excess of thirty-five (35) hours during that work week. These hours worked are inclusive of any paid leave provisions under the terms and conditions of this Collective Bargaining Agreement.
- C. Any employee may elect either overtime compensation or compensatory time at same rate as all overtime earned when worked in excess of thirty-five (35) hours during the work week.
- D. An employee may accumulate no more hours of compensatory time than the number of hours an employee would regularly be scheduled to work (i.e. an employee scheduled to 35 hours may accumulate 35 hours of compensatory time) compensatory time must be used by the end of the fiscal year. Compensatory time accumulated in the last month of the fiscal year may be carried over to the new fiscal year but must be taken by the end of the first month of the new fiscal year.
- E. Compensatory time may be taken in one (1) hour increments.

Section 6.3

- A. An employee shall be paid at the rate of one and one-half times his/her normal rate of pay for all hours worked on Sundays.

- B. An employee shall be paid at the rate of twice his/her normal rate of pay for all hours worked on holidays, as specified in Section 7.1 of this Agreement.
- C. The Union shall be responsible for maintaining the overtime assignment list notwithstanding any emergency staffing situation that may occur.

Section 6.4

Any employee, who is called back to work outside his/her normal working hours for unscheduled overtime and who reports to work, shall be paid a minimum of two hours pay at the appropriate rate. An employee who is called into work shall be paid from the time he/she reports for duty, plus an additional thirty (30) minutes, at the appropriate rate of pay in lieu of Section 31-76b of the State Statutes. This provision shall not apply when the regular work day is extended before its start or at its end.

Section 6.5

Except in emergencies and any other unplanned situations, the Library Director or his/her designees shall notify employees of planned overtime no later than the day before the overtime work is scheduled.

Section 6.6

Employees, who are assigned in writing by the Library Director to work in a higher pay classification, shall receive the wages appropriate to the higher pay classification and placed at a step and rate greater than the employee's current rate, provided they work in the pay classification for a minimum of a full working day. Employee may elect not to assume the assignment to the higher classification. However, if all employees refuse the assignment, the junior qualified employee will be appointed.

Section 6.7

In the event of weather-related delayed opening or early closing of Town Hall, the Library will be closed at the same time as Town Hall. In the event of any delayed opening or early closing of the library, bargaining unit employees will be paid for their scheduled shift.

In the event of weather related conditions that affect driving conditions, employees should make every attempt to be on time for their scheduled shift. When an employee is late for work due to hazardous driving conditions, the employee shall not be charged for lateness provided that the employee arrives at work within an hour of the start of their scheduled shift.

Section 6.8

The Library Director or his/her designee may work with one or two bargaining unit members to plan, publicize and execute the Sunday concert series for an entire season. Any employees

assigned voluntarily on a Sunday may receive a minimum of three (3) hours at time and one half the employee's normal rate.

ARTICLE VII HOLIDAYS

Section 7.1

The following holidays for permanent full-time and part-time employees shall be granted with pay:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day (observed)
Good Friday	Veteran's Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Thanksgiving Day
Christmas Eve	Christmas Day
*One Floating Holiday	

The floating holiday becomes available on January 1 of each year.

When Christmas Day and New Year's Day fall on a Saturday the Library will be closed on Friday and Saturday. When Christmas Day and New Year's Day fall on a Sunday, the following day will be celebrated as a holiday. When the Town Hall is open on New Year's Eve, the Library shall close the same time as the Town Hall and staff will work their regular hours during the same pay period. When the Library is open on New Year's Eve and the Town Hall is closed, the Library shall close at 4:00 p.m. and staff will work their regular weekly hours during that same pay period.

* Employees shall give a notice to the Library Director or his/her designee no later than noon of the Wednesday of the week preceding their request for their floating holiday.

The Library will close the same time as Town Hall the day before Thanksgiving. Staff will work their regular hours during the same pay period.

Section 7.2

When a holiday falls on a Saturday when the Library is normally closed, the holiday will be observed on the preceding Friday. When a holiday falls on a Saturday when the library is normally open, the holiday will be observed on the Saturday. When a holiday falls on a Sunday, the holiday will be observed on the following Monday. If a holiday falls on an employee's day off; the employee shall be awarded a floating holiday.

Section 7.3

An employee who is required to work on holidays shall be paid at two (2) times his/her regular rate of pay for hours worked on such holidays, in addition to the amount to which he/she is entitled as holiday pay.

Section 7.4

If a holiday should fall on an employee's vacation, the employee will not be charged a day of vacation.

Section 7.5

For days observed as holidays employees shall be compensated in proportion to their work week average over five (5) days (i.e. a 20 hour work week will equal 4 hour holiday compensation; 25 hour work week will equal 5 hour holiday compensation).

Section 7.6

Holidays earned as bonus or compensatory days must be taken in the same fiscal year as earned.

**ARTICLE VIII
VACATION**

Section 8.1

Regular full-time and part-time employees, except as noted below, shall be granted a leave with pay for the purpose of taking vacation. No new employee, however, shall be eligible for a vacation unless they employee has attained the status of a regular employee by satisfactorily completing the probationary period. The vacation year for each employee shall commence on his or her anniversary date of employment. Vacation leave is based on length of service and is accrued or earned on a monthly basis as follows:

<u>Length of Continuous Service</u>	<u>Vacation Leave Earned Per YEAR</u>
Less than 5 years	(10 days) 70 hours (5.8333 hrs per month)
5 years but less than 10 years	(15 days) 105 hours (8.7500 hrs per month)
10 years but less than 15 years	(20 days) 140 hours (11.6667 hrs per month)
15 years or more	Additional (1 day) 7 hours per year of service to a maximum of (5 days) 35 additional hours for a total of 175 hours.

Vacation time may be taken in half hour increments.

Section 8.2

Part-time employees shall earn vacation leave in proportion to their normal scheduled work week.

Section 8.3

An employee may take earned vacation leave during the employee's vacation year with proper authorization, except that no employee may take more than two (2) weeks at a time without the written approval of the Library Director and Town Manager. A maximum of ten (10) days of earned vacation leave may be carried over to the next vacation year with the approval of the Department Head and Town Manager. If an employee wishes to be paid prior to taking vacation leave, he/she shall notify the Department Head at least ten (10) days in advance of the last pay period prior to going on vacation. Since the purpose of vacation leave is rest and relaxation, no additional salary shall be paid an employee in lieu of vacation, except upon termination. The granting of carry over vacation days shall not set a precedent and shall be based on a case by case basis only. When requesting a full week's vacation where the employee's scheduled Saturday falls at the end of the week, the Saturday will be included in the vacation request.

Section 8.4

Vacation leave shall be determined by the length of continuous service. For purposes of computing vacation leave, employees who leave the Town service and are later restored shall be considered as new employees, except that if an employee is re-hired within one year of his/her termination date, then he/she shall receive credit for prior service for the purpose of computing vacation leave.

Section 8.5

An employee who is transferred shall retain all earned vacation leave and shall subsequently accrue vacation in accordance with Section 8.1 above.

Section 8.6

The Library Director will determine the annual vacation schedule, taking into consideration the particular needs of the Department and the desire of the employee. Employees who wish to reserve a vacation leave during the months of May through October must submit their requests in writing to the Library Director or his/her designee no earlier than January 1st but no later than February 1st. At that time, employees may request up to ten vacation days during July and August. Additional vacation days during July and August may be requested only after such time that all employees have made their initial requests. Employees who wish to reserve vacation leave during the months of November through April must submit their requests in writing to the Library Director, or his/her designee, no earlier than July 1 but no later than August 1. For selecting vacation surrounding Thanksgiving, Christmas and New Year's, vacation for these times will be based upon seniority on a rotational basis.

A minimum of two vacations slots per day will be reserved for bargaining unit employees during the months from September through June and for the months of July and August three vacation slots per day will be reserved for bargaining unit employees. If there are more than the minimum number of requests for the same day(s), the vacation day(s) will be awarded on the basis of seniority. In no event shall vacation time previously granted to an employee be changed due to vacation request of a more senior employee unless the employees mutually agree to a change. Bargaining unit employees who do not impact service desk schedules will not be counted as a vacation slot.

Employees shall give written notice to the Library Director or his/her designee no later than noon of the Wednesday of the week preceding their request for their vacation.

If granting vacation leave that would normally fall within the specified number of slots per day results in an unexpected staff shortage, the library administration will make all attempts to cover shortages before refusing any leave requests.

Section 8.7

Employees who are eligible for vacation and whose employment is terminated for any reason shall be paid an amount equal to all accumulated vacation pay earned but not taken. Under no circumstances should the vacation cashout exceed the number of days earned annually plus ten days carried over.

Section 8.8

Upon the death of an employee who is eligible for vacation, payment shall be made to the beneficiary (as designated on the Life Insurance Form) of the deceased employee or if there is no beneficiary to the estate of the deceased employee, in an amount equal to the vacation earned but not used. Said payment shall be made within a reasonable period of time.

Section 8.9

Vacation time may be used by employees in addition to, or in lieu of sick leave, with the approval of the Town Manager and the Library Director.

Section 8.10

An employee will not be charged a day of vacation if, while on vacation, a designated holiday occurs which falls on the employee's regular work day.

Section 8.11

An employee who becomes ill while on vacation leave may not charge such illness to sick leave unless that illness exceeds three (3) vacation days and the employee files a physician's certificate describing the nature and duration of the illness with the Library Director or his/her designee within five (5) working days of the day he/she returns.

Section 8.12

Accumulation of vacation balance will be included on employee bi-weekly payroll checks and will be available by employee self-service.

ARTICLE IX
SICK LEAVE

Section 9.1

Employees shall be eligible for sick leave with pay which shall be accrued at a rate of 8.7500 hours per month (one and one quarter (1 ¼) days) 105 hours per year (15 days per year) to a maximum accumulation of one thousand fifty (1050) hours (one hundred and fifty (150) days). Sick leave benefits for part-time employees shall be prorated per hours worked. Sick leave accrued during the probationary period may be used as accrued.

Section 9.2

Sick leave shall not be considered a privilege which an employee may use at his/her discretion, but rather shall be used only for the following purposes:

- A. Personal illness, physical incapacity or non-compensable bodily injury or disease.
- B. Enforced quarantine in accordance with public health regulations.
- C. To meet medical and dental appointments when an employee has made reasonable efforts to secure an appointment outside his/her normal working hours, or during the beginning or end of his/her workday provided the Library Director or his/her designee is notified at the beginning of the shift. Other medical and dental appointments requiring leave time shall be requested similar to other leave request deadlines.

An employee may charge up to twelve hours, within the fiscal year, of sick leave in one hour increments to cover medical and dental appointments during the beginning or end of his/her work day or to cover illness or incapacitation during the workday which necessitates leaving work early.

- D. A maximum of five (5) days may be used in the event of an illness or physical incapacitation involving a member of the employee's immediate family which is defined here as spouse, parent, child, sister, brother, guardian, foster parent, foster child, mother-in-law, father-in-law, grandchild or a relative living in the employee's household. This limitation of five (5) days shall not be utilized for purposes of limiting paid sick leave under the provisions of the Family Medical Leave Act, in accordance with Article XV of this Agreement.

E. Sick Leave may be taken in minimum increments of one-half (1/2) hour leave.

Section 9.3

On the first day of absence from work due to illness, the employee shall report his/her illness no later than one hour before the beginning of his/her scheduled work assignment. Nothing in this section shall preclude the payment of sick leave to an employee who cannot comply with provisions of this section due to extenuating circumstances.

Section 9.4

- A. The Library Director may require proof of illness for authorized sick leave. At the discretion of the Library Director, proof of illness may include a doctor's certificate or other proof of illness from the employee's physician indicating the nature and duration of the illness. Proof of illness will not normally be needed for absences of less than three days. If Library Director requires such proof the Town will reimburse the employee for the doctor's visit to get such requested proof.
- B. The Town may investigate any absence for which sick leave is requested. The Town may require proof of illness in the event of suspected abuse, a pattern of sick leave use or continued excessive use. In the event the Town requires proof of illness or an independent medical examination, the Town will pay the reasonable costs associated with proof of illness which are not covered by the medical insurance provided by the Town as well as any additional medical costs incurred by the employee which would have been covered by his/her medical insurance had the employee not been required to obtain proof of illness.
- C. Any employee who must seek proof of illness from his/her doctor outside the normal work shift or on a day other than the day of absence for illness shall be paid in an amount equal to one (1) hour at his/her overtime rate.
- D. If it is determined that an employee has abused the provisions of this Article, progressive disciplinary action may be taken as specified in Article 23 Section 2.

Section 9.5

An employee who successfully completes his/her probationary period shall receive one (1) day off with pay for each six (6) months of perfect attendance (excluding authorized leave for vacation, holidays, personal leave, contribution to the sick leave bank, comp days and comp time and bereavement) commencing with the employee's date of employment. The maximum days off which may be earned under this provision shall not exceed two (2) per calendar year. Time off earned in accordance with this provision must be taken within twelve (12) month of the date it is earned.

Section 9.6

Accumulation of sick leave balance will be included on the employee bi-weekly payroll check and will be available by employee self-service.

Section 9.7

Upon retirement, death or voluntary resignation, an employee shall receive credit for accumulated sick leave as follows, and payment for same shall be made within thirty (30) days of the employee's retirement, death or voluntary resignation. In the event of an employee's death, the payment shall be made to the employee's beneficiary (as designated on the Life Insurance Form), or if none, to his/her estate:

<u>Years of Service</u>	<u>Percentage of Accumulated Sick Leave to Be Credited</u>
5 years but less than 10 years	15%
10 years but less than 15 years	25%
15 years or more	33%

Section 9.8 – Catastrophic Leave

The Town will establish a sick leave bank for situations in which a member of the bargaining unit incurs a catastrophic illness or injury and has exhausted his/her sick leave benefits. The bargaining unit members may voluntarily donate up to three (3) sick days per year from their own accumulated sick leave for use by the sick employee. There will be two (2) open enrollment periods for contributions to the sick bank each fiscal year, one in July and one in January. An employee who believes that he/she has suffered a catastrophic illness or injury and has exhausted his/her sick leave benefits may apply to the Town Manager and Union President or designee for sick days from the sick leave bank. If the Town Manager and Union President determines that an employee is eligible as a result of a catastrophic illness or injury, then the employee will be permitted to be advanced such sick days as are available in the sick leave bank, not to exceed thirty (30) days.

For purposes of this provision a catastrophic illness or injury is defined as a non-occupational, prolonged hospitalization, medically certified mental illness or incapacity, or terminal illness, or an illness or injury which has disabled an employee from the performance of his/her employment duties.

Section 9.9

The Town of Cheshire will provide each employee who schedules and participates in a screening for cancer with an additional four (4) hours of leave time exclusive of other available leave time to obtain a screening test for cancer on a yearly basis.

The four (4) hours allowed shall not be charged to any existing leave time balances and should be recorded on the employee's time sheet as being for the prevention and detection initiative.

Section 9.10

All sick Leave balances at the time of the execution of this agreement shall be carried over.

**ARTICLE X
PERSONAL LEAVE**

Section 10.1

An employee who has successfully completed his/her probationary period may take a maximum of three (3) days per year as personal leave. Such leave may be taken for any good and sufficient personal reason. Part-time employees shall be prorated based on their average hours in accordance with Article VIII, Section 8.2. Employees shall accrue personal leave, based on their anniversary date of hire. Use of personal days shall be subject to Department Head approval. Denial of such request shall not be arbitrary or capricious. There shall be no accumulation of personal leave from year to year. An employee shall give notice to the Library Director, or his/her designee, no later than noon of the Wednesday of the week preceding their request for a personal day except in the case of an emergency.

**ARTICLE XI
INJURY LEAVE**

Section 11.1

Injury Leave, as distinguished from Sick Leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, injury, or occupational disease that occurred while the employee was engaged in the performance of his/her duties for the Town. Employees of the Town are covered by workers' compensation insurance and are paid stated amounts due to injuries sustained on the job. The Town, in the case of Injury Leave, shall supplement the payment of the insurance company so that the employee will receive full net pay during his/her absence, for a period not to exceed six months. In the case of injuries causing temporary disability and for absences of three days or less, the Town shall pay the employee's regular salary for such period, since payments are not made under the workers' compensation insurance for such accidents. In the event the employee does not return to work after six months on Injury Leave, the payment of the insurance company may be continued for a period not to exceed an additional thirteen weeks. The employee may use sick leave to receive full pay during this period.

Section 11.2

All payments for injury leave shall be subject to the same rules and regulations as workers' compensation insurance and shall not be payable if the accident shall have been due to intoxication (alcohol or illegal drugs) or willful misconduct on the part of the employee. Lost time under injury leave shall not be charged to vacation or sick leave accruals.

Section 11.3

Employees must comply with the Town's Alternate Work Program.

ARTICLE XII
BEREAVEMENT LEAVE

Section 12.1

An employee shall be granted bereavement leave of up to five (5) days with pay for the death of a spouse, child or parent. An employee shall be granted leave of up to three (3) days with pay when death occurs in the employee's immediate family which is defined here to include: grandparent, sister, brother, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, or relative in the employee's household. A leave of one (1) day with pay shall be granted upon the death of an aunt, uncle, niece, or nephew. The Town Manager may increase such leave for good and sufficient reason. The intent of this leave is to attend services and to the affairs of the deceased.

ARTICLE XIII
JURY DUTY

Section 13.1

An employee shall be granted a leave of absence with pay for required jury duty. In such cases, the employee shall receive that portion of his/her regular salary which will, together with the jury pay, equal his/her total salary for the same pay period. The employee shall notify his/her Library Director or his/her designee of the scheduled jury duty in advance.

ARTICLE XIV
LEAVES OF ABSENCE

Section 14.1 – Leaves of Absence Without Pay

The Town Manager in his/her sole discretion, upon recommendation of the Library Director or his/her designee, may grant a regular full time or part time employee a leave of absence for a period not to exceed one year, upon written request of the employee, stating reasons for the

request. Leave without pay shall be granted only when it will not result in undue prejudice to the interests of the Town.

A. Reinstatement

Upon expiration of a regularly approved leave without pay, the employee shall be reinstated to the position held at the time leave was granted, without loss of prior seniority, status, or benefits. Failure on the part of an employee on leave to report promptly at its expiration, or within reasonable time after notice to return to duty, may be cause for dismissal.

Section 14.2 – Military Leave

An employee entering the regular military service or military reserves will be provided a leave of absence without pay as required by Federal Law (i.e. The Uniformed Services Employment and Reemployment Act of 1994 as may be amended).

**ARTICLE XV
FAMILY LEAVE**

Section 15.1

A. Eligible Employees

1. Employees who have worked for the Town for over one year and
2. Are full-time employees or
3. Part-time employees who average at least 20 hours per week/per year.

B. Reasons for Leave

1. Birth of Child
2. Adoption of Child
3. Placement of Foster Child
4. To care for sick children, spouse, parent or self, who have a serious medical condition certified by a physician.

C. Employee Rights

1. Unpaid/paid leave for 12 weeks in any 12 month period taken all at once or taken intermittently as needed (12 month period starts on first day of family leave).

2. Health benefits will be maintained for employee during the 12 week family leave absence. Health benefits will equal what all full-time and part-time employees receive or have to contribute towards.
3. Employees will decrease the amount of unpaid family leave by using all (except 5 days of sick and 5 vacation days, if so desired) sick, vacation, personal, or perfect attendance leave accumulated to date. The use of paid leave will not extend the leave past 12 weeks, unless approved by the Town Manager for special circumstances.
4. Employees will not accrue additional vacation or sick leave during unpaid family leave, unless their leave is less than 30 days. However, such accrual will occur if the employee is in a paid status.
5. When an employee returns from family leave he/she shall be reinstated to his/her old job or its equivalent and retain the same status, rights and benefits prior to taking such leave. Employees shall not lose seniority as a result of family leave.
6. If an employee does not return to work for reasons other than personal health he/she will be required to reimburse the Town for the cost of the health insurance premiums paid while he/she was on family leave.

D. Employee Responsibilities

1. Employees will be required to obtain a physician's certification of the existence of a serious medical condition. Second and third opinions may be sought at the Town's expense. A third opinion shall be by a mutually selected physician and be binding on both parties.
2. Employees generally must give the Town at least thirty (30) days' notice of intention to take leave when the precipitating event is foreseeable such as birth, adoption or planned medical treatment. If thirty (30) days is not possible, as much notice in advance should be given a possible. (It is recommended that two months' notice be given for the birth of a child).

E. Expiration of Family Leave

1. Employees shall keep the Town Manager's office informed of expected return date, if less than 12 weeks.
2. Failure on the part of an employee on family leave to report promptly on the date of expected return or expiration of 12 weeks may be cause for dismissal.
3. Employees shall advise the Town Manager's office of date of return, two weeks prior to the date of their return. Employees shall advise the Town Manager's office of any status change related to their family leave.

F. Family leave is not subject to the grievance procedure.

ARTICLE XVI
ABSENCE WITHOUT LEAVE

Section 16.1

An absence of an employee from duty, which is an absence for a whole day or a part of a day, that is not authorized by a specific grant of leave of absence under the provisions of this Agreement, shall be deemed an absence without leave. Any such absence shall be without pay and the employee may be subject to disciplinary action. Any employee who is absent from work for three (3) separate occasions without notifying the Library Director or designee of the reason for such absence or absences, shall be considered to have resigned from Town service provided any three (3) absences occur within any twelve (12) month period.

ARTICLE XVII
POSITION CLASSIFICATION AND WAGES

Section 17.1

Classification and wage rates are attached hereto as Appendix "A".

Effective and retroactive to July 1, 2016, the wage rates in effect on June 30, 2016 shall be increased by 2.4 (2.4%) percent.

Effective July 1, 2017, the wage rates in effect on June 30, 2017 shall be increased by 2.4 (2.4%) percent.

Effective July 1, 2018, the wage rates in effect on June 30, 2018 shall be increased by 2.4 (2.4%) percent.

Effective July 1, 2019, the wage rate in effect on June 30, 2019, shall be increased by 2.4 (2.4%) percent.

Section 17.2

A new employee shall normally be hired at Step 1 for his/her classification.

Section 17.3

A new employee shall advance one step in grade on the anniversary date of his/her employment until he/she reaches maximum rate of said job grade.

Section 17.4

An employee who is promoted to a position in a higher classification shall be placed on a step which results in the employee receiving at least five percent (5%) greater than the employee is receiving in his/her previous position or the minimum rate of the new job grade, whichever is greater. A promoted employee shall advance one step in grade upon the anniversary date of his/her promotion. Any employee who transfers to another job in the same classification, shall be placed at his/her same step in grade.

Section 17.5

An employee who is demoted to a position in a lower classification shall continue to receive the pay rate of his/her former position as long as said pay rate is within the wage range of the lower classification. If the employee's current pay rate is higher than the maximum of the lower classification, the employee shall be paid at the maximum rate of the lower classification

Section 17.6

All regular, full time and part time employees who have completed a certain number of total years of employment service, that can be non-consecutive years, as of June 30, and who have attained a performance evaluation, that "exceeds requirements", shall receive a longevity payment to be paid in July each year in accordance with the following:

Years of Service	Amount
10 years but less than 15	\$ 325.00
15 years but less than 20	\$ 450.00
20 years or more	\$ 600.00

An employee who does not achieve an evaluation that "exceeds requirements" shall not be eligible for any longevity payment. The evaluation shall be conducted by the Library Director and shall be discussed with the employee and shall be approved by the Town Manager. Evaluations conducted pursuant to this section shall be subject only to Steps 1, 2 and 3 of the grievance procedure.

Section 17.7

A Job Classification Committee shall review and edit job descriptions, as needed, and review and maintain the job classification system.

There shall be two (2) management members and two (2) union members on the committee. If it is determined that changes/updates to any job descriptions are necessary, the changes/updates shall be forwarded to the Personnel Director and the Staff Representative of Council 4 for review and approval.

Section 17.8

All new employees of this bargaining unit will be paid through direct deposit.

ARTICLE XVIII **TRAINING AND EDUCATION**

Section 18.1

The Town shall provide training for employees as it determines is necessary and appropriate during normal working hours, to the extent that it is possible to schedule the training during such hours. All costs for required training shall be paid by the Town.

Section 18.2

Any full-time and part-time employee after their probationary period shall be eligible for the educational assistance under the following rules:

- A. Courses taken are applicable to the employee's position or a Library Science Degree program related to an employee's position for which the employee can demonstrate that he/she has enrolled in an accredited program.
- B. An employee must have a course(s) pre-approved prior to registering by the Library Director and the Town Manager in order to qualify for reimbursement.
- C. Employees may be reimbursed for actual cost of courses that are applicable to the employee's position or required for a Library Science Degree up to \$2,000 per fiscal year; \$2,500 per fiscal year, effective January 1, 2017; \$3,000 per fiscal year, effective January 1, 2020. Employees will be permitted to carry over balances with any course taken from one fiscal year to another fiscal year beginning with any course approved. Upon successful completion of the approved course with a Grade of "C" or better, the employee may seek reimbursement by submitting the appropriate paperwork, as required by the Town, to the Town Manager or his/her designee within thirty (30) days of receipt of the grade. The reimbursement shall be made within thirty (30) days of the Town Manager or his/her designee's approval of payment. At the discretion of the Town Manager and if sufficient funds are available, educational assistance may exceed \$2,000 per fiscal year; \$2,500 per fiscal year, effective January 1, 2017; \$3,000 per fiscal year, effective January 1, 2020.

Reimbursement shall include costs for books and supplies.

The employee shall be an active employee to request reimbursement. Balances owed to an employee after degree or non-degree completion shall be paid until balance is paid or separation from employment occurs. At the time of separation, any balances existing shall not be paid.

Section 18.3

The Town shall make a good faith effort to post notices of work-related training programs conducted in Connecticut by state or federal agencies or private institutions. Any employee wishing to participate in a work related training program shall notify Library Director. This provision shall not be construed to require the Town to approve any employee's request.

ARTICLE XIX **INSURANCE**

Section 19.1

Each employee may elect to participate in the Town of Cheshire group medical and life insurance plans for the individual employee and his/her family in accordance with the terms and conditions of said plan. The Town and the employee shall share the costs of premiums in accordance with the coverage option selected by the employee.

The Town of Cheshire will provide employees the option to select and enroll the employee and eligible family members in one of the following plans:

- a. Preferred Provider Organization (PPO) Option (to be eliminated June 30, 2017)
- b. Blue Care Plus Plan (HMO)
- c. Health Savings Accounts (HSAs)

The Preferred Provider Organization (PPO) Option shall be as follows:

The Preferred Provider Organization (PPO) with \$25.00 per office visit co-payment, emergency room visits subject to a \$100.00 co-payment per visit, inpatient visits subject to a \$250.00 co-payment per visit, outpatient visits subject to a \$250.00 co-payment per visit, urgent care visits subject to a \$75.00 co-payment per visit, specialist office visits \$30.00 per office visit co-payment and three tier prescription drug coverage with prescription co-pays of \$10, \$30 and \$35, effective July 1, 2012.. Effective July 1, 2011, employees shall contribute fourteen (14%) percent of the premium. Effective July 1, 2014, employees shall contribute fifteen percent (15%) of the premium.

The Blue Care Plus Plan (HMO):

The Blue Care Plus Plan (HMO) with a \$35.00 per visit co-payment, emergency room visits subject to a \$100.00 co-payment per visit, inpatient visits subject to a \$500.00 co-payment per visit, outpatient visits subject to a \$250.00 co-payment per visit, urgent care visits subject to a \$75.00 co-payment per visit, specialist office visits \$45.00 per visit co-payment and three tier prescription drug coverage with prescription co-pays of \$15, \$35 and \$40, effective - upon the signing of the Agreement.

Effective upon the signing of the Agreement, employees shall contribute thirteen percent (13%) of the premium; fourteen percent (14%) of the premium effective July 1, 2017; fifteen per cent

(15%) of the premium effective July 1, 2018; and sixteen percent (16%) of the premium effective July 1, 2019.

Health Savings Accounts (HSAs)

The Town will offer alternate coverage through a Health Savings Account (HSA) which shall be in lieu of the PPO or HMO offering above. Such plan shall have the following deductibles and co-insurance:

- \$1,750 individual; \$3,500 effective the date of the signing for two person or family coverage; \$2,000 individual; \$4,000 effective January 1, 2020 for two person or family coverage.
- 0% in network co-insurance;
- 20% co-insurance out-of-network;
- Out of pocket maximums; \$1,500 individual or \$6,000 two person or family coverage; out of network only;
- Prescription coverage managed by Anthem at the prescription co-pays of \$5, \$10 and \$15 when the above deductible is reached effective the date of the signing.

The Town will contribute into an account each year for each employee selecting the HSA plan, \$1,000 for single coverage and \$2,000 for two person or family coverage. Employees selecting the HSA shall contribute towards the cost of the insurance as follows:

Effective the date of the signing, employees shall contribute six and one-half (6.5%) of the premium. Effective January 1, 2018, employees shall contribute seven and one half per cent (7.5%) of the premium. Effective January 1, 2019, employees shall contribute eight and one half per cent (8.5%) of the premium. Effective January 1, 2020, employees shall contribute nine percent (9%) of the premium.

A general summary of these options has been attached hereto as Appendix B. Employees may request a complete description of the above stated plans from the Town.

Each employee may elect to participate in the Blue Cross/Blue Shield co-pay dental plan with Dental Rider A or an equivalent plan for the individual employee and his/her family.

Section 19.2

The Town will provide a IRC Section 125 plan for employees to pay for their medical insurance contributions, to the extent allowed by law.

Section 19.3

Employees shall be covered for life insurance with an accidental death and dismemberment rider, in an amount equal to the employee's annual salary.

Section 19.4

Any employee may elect to waive all Blue Cross/Blue Shield or alternative coverages and major medical and in lieu thereof receive a yearly sum of \$1,250 for single coverage, \$1,800 for employee plus 1 coverage and \$2,500 for family coverage for their non-participation, to be paid in two payments of \$625 each, \$900 each and \$1,250 each. Effective July 1, 2017, a yearly sum of \$800 for single coverage, \$1,200 for employees plus one coverage and \$1,650 for family coverage. Payment will be made within 30 days of the completion of each six consecutive months of non-participation. Employees who elect to make such a waiver shall notify the Town in writing by June 15 or December 15 of any year of this Agreement that he/she is canceling his/her participation in the insurance plans, and the participation and coverages of his/her dependents in the insurance plans. The Town agrees to allow any employee who has waived his/her coverages in the insurance plans, the option of renewed participation in the group medical insurance program, subject to the terms and conditions of the insurance carrier. However, any employee requesting to renew participation must notify the Town in writing by June 15 or December 15 of the year in which renewed participation is requested.

Employees who work at least an average of between 20 and 24 hours per week will be eligible to receive 50% of the rate above. Employees who work an average of 25 to 29 hours per week will be eligible to receive 75% of the rate above less the employee contribution stated above. Employees who work an average of 30 hours or more per week will be considered full time employees for purposes of this provision.

Effective with the signing of the Agreement, no new hires or current employees not exercising the waiver will be eligible for a waiver.

Effective June 30, 2020, the waiver ceases.

Section 19.5

For all insurance plans, the Town reserves the right to change the plan and the insurance carriers and/or to self-fund the insurance coverages. The Town agrees to consult with the Union sixty (60) days prior to any changes. In the event the Town changes insurance carriers and/or self funds insurance coverages, the resulting change will result in the benefits and health and medical insurance plans and services being equal to or better than the existing benefits and health and medical insurance plans and services on an overall basis.

Section 19.6

The Town provides Workers' Compensation insurance coverage in accordance with the requirements of the General Statutes of the State of Connecticut.

ARTICLE XX
PENSION

Section 20.1

An employee shall be eligible for pension benefits in accordance with the provisions of the Town of Cheshire Retirement Plan as contained in the Code of Ordinances of the Town of Cheshire, Section 2-131 through 2-142, which plan will be revised as follows:

A. **Employee Contribution**

Employees will contribute 2% of their W-2 compensation. (Plan B)

B. **Normal Retirement Date**

The normal retirement date will be the first day of the month coinciding with or next following a participant's 65th birthday or, if earlier, the date upon which a participant's age plus his/her completed years of credited service equal eighty (80).

C. **Normal Retirement Benefit**

The annual normal retirement benefit is 1 $\frac{3}{4}$ % of final average compensation multiplied by a participant's credit service, not to exceed thirty (30) years.

D. **Death Benefits**

If a participant dies while employed by the Town after satisfying the plan's vesting requirements, his/her spouse shall receive a monthly benefit for life or until he/she remarries. This monthly benefit will start on the participant's earliest retirement date and will be computed as if the participant had retired on his/her earliest retirement date and had elected a joint and survivor option form of payment. In no event will the spouse receive less than the participant's employee contributions accumulated with interest up to the date benefit payments start.

If a participant dies before satisfying the plan's vesting requirements, with no spouse, or after terminating employment with vested rights, such participant's employees contributions accumulated with interest up to his/her date of death will be paid to his/her beneficiary.

E. **Vesting**

A participant who terminates employment with five or more years of credited service has a vested right to a percentage of his/her accrued benefit at the time of termination according to the following table:

<u>Completed Years of Credited Service</u>	<u>Vested</u>
5	50%
6	60%
7	70%
8	80%
9	90%
10	100%

Such vested accrued benefit shall be payable at age sixty-five (65).

F. Funding

The Town pays for the cost of the plan which exceeds the employee contributions.

- G. If a participant elects a contingent annuitant option for his/her spouse and the spouse predeceases the participant then the pension benefit will revert back to a single life annuity on the first of the month following the death of the spouse.
- H. The reduction factor for early retirement will not be greater than three percent (3%) for each year from a participant's fifty-fifth (55th) birthday until he/she attains age sixty-five (65). This does not apply to the provisions of Section 20.1B (magic combo).
- I. The employee will be able to make contributions through a 414(h)(2) Internal Revenue Code Plan.

Section 20.2

The annual normal retirement benefit for an employee in the Town's alternative plan (Plan A) is 2% of final average compensation multiplied by a participant's credited service not to exceed 25 years. Employees electing to participate in this alternative plan shall contribute 4% of their W-2 compensation. With the exception of sub-section A and C as listed above in Section 20.1 all other sub-section apply to the Town's alternative plan.

No employee can participate in more than one plan.

Section 20.3

Employees hired after January 1, 2011, shall not be eligible to participate in the Town of Cheshire Retirement Plan described in Section 20.1 and 20.2 of the Agreement. In lieu of participation in the Town of Cheshire Retirement Plan, employees shall participate in the Town's 457(b) Deferred Compensation plan, with the Town making annual contributions equal to 6% of the participant's base wages. New employees shall enroll within the first thirty (30) days of their employment. The participant can also voluntarily contribute to this plan up the maximum limits permitted by the Internal Revenue Service Code governing this plan. Participants of the

Cheshire Retirement Plan have been and will continue to be allowed to also participate in the Deferred Compensation Plan, but the Town will not make any contribution on their behalf.

Any employee who previously opted to participate in the Town's 457(b) Deferred Compensation Plan in lieu of participation in the Town of Cheshire Retirement Plan will also receive an annual contribution of 6% of the participant's base wages.

Section 20.4

Any member of this bargaining unit who retires (on or after July 1, 2009) under the provisions of the Town of Cheshire Pension Plan with a minimum of twenty (20) years of service shall be entitled to twenty-five hundred dollars (\$2,500) each year, for a maximum period of five (5) years or until the employee is Medicare eligible, whichever occurs first.

If the employee upon retirement is not eligible for Medicare, the Town shall contribute the above stated amount towards the premium for single medical coverage. Medical coverage will be Anthem Blue Cross/Blue Care HMO or equivalent.

Section 20.5

Any employee hired prior to July 1, 2006, will have a one-time service option to closeout participation in the Town's retirement plan as stated in 20.1 or 20.2 above and to be enrolled in the Town's 457 (b) Deferred Compensation Plan with an annual contribution of six (6%) percent of the participant's base wages.

ARTICLE XXI SAFETY

Section 21.1

The Town will continue the Town Wide Employee Safety Committee. The Union may appoint one (1) member to the Safety Committee.

ARTICLE XXII CONDUCT OF EMPLOYEES

Section 22.1

General Policy

A Town employee is prohibited from engaging in any conduct which could reflect unfavorably upon Town service as indicated in the Town's Personal Rules and Regulations, "Conduct of Employees," dated July 2005 as amended and which may be amended from time to time.

Section 22.2

Gifts and Gratuities

A Town employee, either individually or as a member of a group, is prohibited from directly or indirectly soliciting, accepting, or receiving any gift, gratuity, favor, service, loan, entertainment or any other thing of monetary value from any person with whom the employee has had or may reasonably expect to have official relations, or from any person within or outside the Town employment whose interests may be reasonable expected to be affected by the employee's performance or non-performance of official duties. Any such gratuities or gifts which may be tendered shall be returned forthwith to the sender with an expression of thanks and explanation of the Town's policy or give to charity, if appropriate. Employees should also follow the Code of Ordinances Section 10-1, Conflicts of Interest and Standards of Conduct as amended March 9, 1993.

A. Exceptions

The only exception to the policy is acceptance of unsolicited advertising or promotional material which have negligible commercial value and which are distributed to the general public or other municipal employees without charge.

Section 22.3

An employee may engage in employment outside of his/her Town employment, except that no outside employment shall be in conflict of interest with Town employment. Accordingly, any employee engaging in outside employment shall advise the Town Manager of same within five (5) working days of the start of outside employment, solely for the purpose of determining whether a conflict of interest with Town employment exists. An employee whose outside employment is determined to be in conflict of interest with Town employment or is determined to be interfering with the performance of the employee's regular duties in the employment of the Town shall vacate said additional employment or be subject to dismissal.

A. Preference of Town Employment

Any employee who engages in employment outside of his/her regular working hours shall be subject to call to perform his/her regular Town duties first.

Telephone Use

Employees' personal calls on Town telephones and e-mail use shall be held to a minimum and be of short duration. No personal toll calls shall be made on Town telephones except as may be approved in advance by the employee's Library Director or designee. The Employee shall reimburse the Town for a cost of any such toll calls.

ARTICLE XXIII
DISCIPLINARY PROCEDURE

Section 23.1

Employees shall not be discharged or discipline without just cause.

Section 23.2

Disciplinary actions shall not be inconsistent with the infraction for which disciplinary action is being applied and shall normally be applied in the following order:

- a) verbal warning;
- b) written warnings;
- c) suspension without pay;
- d) discharge.

It is agreed that the Town has the right to vary the above procedure where an offense is of such nature as to warrant suspension or discharge.

Section 23.3

All written discipline must be given to the employee with the reason stated. A copy of this warning will then be given to the Union President within five (5) working days of the discipline.

Section 23.4

Each employee shall have the right to see and review his/her personnel file twice a year upon written request with the Library Director or his/her designee. Such review shall be by appointment only, and during regular business hours of the office staff. The Town shall provide at no cost copies that the employees may request from his/her personnel file. An employee shall have the right to respond to any material in the personnel file, and have such response made part of the file.

Section 23.5

Employees subject to discipline shall have the right to Union representation.

ARTICLE XXIV
GRIEVANCE PROCEDURE AND ARBITRATION

Section 24.1

For the purposes of this Agreement, a grievance shall be defined to mean a dispute between an employee and/or the Union with the Town over the interpretation or application of a specific section of this Agreement. Such grievances must be filed within seven (7) working days after

the occurrence of the event giving rise to it and shall be handled in accordance with the procedure set forth below. When used in this Article to determine when filings and answers must be made, working days shall mean Monday through Friday, but shall exclude any intervening holidays which are covered by this Agreement.

Section 24.2 – Step One

An employee who has a grievance may, in company with the representative of the Union, if he/she so desires, discuss the matter with his/her Library Director. If no satisfactory settlement is reached at this step, the grievance may then be put in writing by the employee, setting forth a specific section of the Agreement involved, and submitted to the Library Director within five (5) working days from the date of the above meeting.

Section 24.3 – Step Two

If a grievance is submitted in writing to the Library Director he/she will meet with the employee and his/her Union Representative within five working days after the grievance is submitted in an attempt to resolve such grievance. The Library Director will answer the grievance in writing and will deliver his/her answer to the employee and Union Representative within ten (10) working days after such meeting.

Section 24.4 – Step Three

If the answer of the Library Director is unsatisfactory, the grievance may then be submitted within ten (10) working days after receipt of the Library Director answer to the Town Manager, who will meet with the Union within fifteen (15) working days thereafter. The Town Manager shall have fifteen (15) working days after such meeting to answer the grievance in writing and to deliver the response to the Union.

Section 24.5 – Step Four

- A. If the Union is not satisfied with the answer given by the Town Manager and decides to pursue a grievance to arbitration it must notify the Town Manager within ten (10) working days of the Town Manager's answer to the grievance, that it intends to appeal the matter to arbitration (Notice of Intent). This notice must be provided prior to submitting the matter for processing to arbitration. Following receipt of the Union's Notice of Intent, the Town will have ten (10) working days to reply to the Union, designating the CSBMA (Connecticut State Board of Mediation and Arbitration) or private arbitration or the AAA (American Arbitration Association) as the dispute resolution agency. If the Town fails to respond within ten (10) working days, or indicates the SBMA is the acceptable dispute resolution agency, the Union will have ten (10) working days to submit the grievance to the SBMA.
- B. If the Town elects to use private arbitration or the AAA, it will notify the Union of the selection within ten (10) working days or its receipt of the Union's Notice of Intent.

- C. If the Town elects private arbitration, the parties will have ten (10) working days to select a private arbitrator. If the parties are unable to agree on a private arbitrator, the matter will be submitted to the AAA.
- D. In the event the Town selects private arbitration, the Town will assume 60% of the costs of the private arbitrator and/or the fees and expenses of the AAA and the arbitrator, with the Union being responsible for 40%.
- E. The Arbitrator(s) shall hear and decide only one grievance at a time. The decision of the Arbitrator(s) shall be final and binding upon both parties. The Arbitrator(s) shall be bound by and must comply with all terms of this Agreement and shall have no power to add to, subtract from or in any way modify or alter the provisions of this Agreement. In cases of disciplinary action, the Arbitrator(s) will have the power to uphold the action of the Town or to rescind or modify such action, and such powers shall include, but shall not be limited to, the right to reinstate a suspended or discharged employee with full back pay.

Section 24.6

Any time limits specified within this article other than the initial filing of a grievance may be extended by mutual Agreement of the Union and the Town provided that, if a grievance is not submitted to a higher step in the above procedure it shall be deemed settled on the basis of the Town's answer in the last step considered.

Section 24.7

Nothing contained in this Article shall preclude the right of the Union to be present at meetings held at any level of the grievance procedure provided that it does not interfere with the rights of employees as defined in Section 7-468(2)(d) of the General Statutes.

Section 24.8

At arbitration, the Town shall not deduct from the wages of a maximum number of two Local Union Representatives and the grievant for time spent at the hearing. At steps One, Two, and Three, the Town shall not deduct from the wages of a maximum number of one Local Union Representative and the grievant for time spent at these hearings. Grievance hearings will be held when possible during the employee and Union Representative scheduled work time.

**ARTICLE XXV
NO LOCKOUT-NO STRIKE**

Section 25.1

The Town expressly agrees that it will not lock out the employees covered by this Agreement during its term.

Section 25.2

The Union and the employees expressly agree that during the life of this Agreement, there will be no strikes, slowdowns, work stoppages, mass absenteeism or other similar forms of interference with the operation of the Library.

**ARTICLE XXVI
NON-DISCRIMINATION**

Section 26.1

There shall be no discrimination, coercion or intimidation of any kind against any employee of the Town, applicant for employment with the Town or candidates for promotion for any reason whatsoever, including, but not limited to, marital status, age, sex, sexual preference, race, creed, color, religious belief, national origin, ancestry, union activity or handicap, except in the case of a bona fide occupational qualification or need, either by the Town or by the Union.

**ARTICLE XXVII
MISCELLANEOUS**

Section 27.1

Employees who are authorized to use their own vehicle to do Town business must do so in accordance with the Town's vehicle safety policy. In the event the Town plans to amend the vehicle safety policy, the Union will be given 30 days' notice of any material change, where possible.

Section 27.2

Employees who use their personal vehicle while conducting authorized Town business shall be reimbursed at the annual rate set by the IRS. The Town shall also reimburse employees for travel, lodging, meals and other reasonable and necessary business expense and reimbursement of said expense shall be in a manner prescribed by the Library Director when attending mandatory off site training and conferences.

Section 27.3

Upon presentation of a membership enrollment and proof of payment at a private health club establishment, the Town of Cheshire will reimburse up to \$200 per fiscal year towards the cost of participation in health or fitness management activities designed to promote employee wellness for any member of the bargaining unit who has completed at least one (1) full year of service as an employee. The Town shall also provide a 50% discount to bargaining unit members for health and fitness programs or classes offered by the Town.

Section 27.4

A. Union Officers or their designees, not to exceed two (2) at any one time, shall be allowed to attend official Union conferences, training sessions and seminars for the purpose of obtaining information which may enable them to better function as officials of the Union. The Union will give a minimum seven (7 working days) notification of such meetings to the Library Director and Personnel Director whenever possible.

B. Union Officers or their designees designated by the Union to attend such functions shall be allowed the necessary time off without loss of pay. Total days off for these functions for Union Officers or their designees shall not exceed nine (9) total days in any fiscal year for all Union Officers combined in any fiscal year.

Members of the Union negotiating committee, not exceeding a total of three (3) members, shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of negotiating the terms of the contract when such meetings take place during such members' duty hours. In addition, the Union negotiations committee may meet at least one hour before each bargaining session with the Town with full pay. Furthermore, the Union's Executive Committee may meet three (3) times per fiscal year for no more than two (2) hours each time during work hours without loss of pay.

Section 27.5

The Town will pay for membership to the Connecticut Library Association for all members of the bargaining unit.

Section 27.6

The Town shall permit the Union to have the use of a bulletin board located in the Library for the posting of notices concerning Union business and activity.

Section 27.7

The Town shall give each present employee of the Library and any new employee of the library a copy of this contract.

Section 27.8

If any Article or Section of the Agreement is declared invalid by a court of competent jurisdiction, said invalidity shall not affect the balance of this Agreement.

Section 27.9

The Union's Staff Representative shall be permitted to visit specific job sites where bargaining unit members are employed, provided such visits do not interfere with the operation of the

Department and provided further that the Director or Deputy Director is notified upon entry to the building.

Section 27.10

All references to the singular shall include the plural, and the plural shall include the singular; and gender shall be interchangeable where the context so requires.

Section 27.11

Any prior right or practice heretofore enjoyed by members of this bargaining unit or the Town and recognized by both parties which may not be specifically covered by a provision of this Agreement shall continue in full force.

Section 27.12 Retirement Incentive Program

The following program shall be opened for bargaining unit employees of the Cheshire Library on a voluntary basis:

For members of the Library Union with at least twenty (20) years of Town Service;

Employee(s) must be a Town pension participant;

The employee must provide the Town with notice to retire within the first ninety (90) days following the execution of the CBA between the Town and the Union and hereafter the first month of the second year (July 1 – July 31, 2017), third year (July 1 – July 31, 2018) and fourth year (July 1-July 31, 2019) of the CBA;

The employee must retire by June 30, 2017, under the first open period; December 31, 2017 for the second open period; December 31, 2018 for the third open period; and December 31, 2019 for the fourth open period.

The employee will receive payment for unused vacation and sick time in accordance with the CBA;

The employee will receive payments in July of each year for four (4) consecutive years representing \$150 times the number of years worked as of the date of retirement;

The Town will maintain life insurance for four (4) consecutive years following retirement through June 30 of the last of the four years following retirement;

The Town will make payment for health insurance for employees and spouse and eligible dependents at time of retirement, less any premium share in effect at the time of retirement, for four (4) years or until the employee reaches 65, whichever date comes first;

The employee will be allowed to exchange vacation balance for an additional service credit of one year at a rate of 25 days per additional year of credit and to exchange sick leave balance at a rate of 75 days per one additional year of credit.

If the employee dies before receiving the “annual \$150 times years worked” payment and unused vacation and sick time payment, remaining payments shall be made to his/her spouse or other beneficiaries or if no beneficiaries to the employee’s estate. Eligible spouse and beneficiaries will continue to receive health insurance until the date that the employee would have reached age 65 or until four (4) years following the date of retirement, whichever date comes first.

The Retirement Incentive will be limited to two (2) employees per open period.

ARTICLE XXVIII
DURATION AND RENEWAL

Section 28.1

This Agreement shall be in full force and effect through June 30, 2020 except as otherwise modified herein, when it shall expire; provided that if neither party gives the notice provided for in Section 28.3, this Agreement shall automatically renew itself for additional periods of one (1) year each and all provisions shall remain in effect with the same force as during the original term thereof.

Section 28.2

This Agreement may be altered or modified only by mutual written Agreement of the parties.

Section 28.3

If either the Union or the Town desires to meet for the purpose of negotiating changes or modifications in the provisions of the Agreement, they shall give written notice of such desire to the other by certified or registered mail not earlier than November 1, 2019 nor later than December 1, 2019.

Section 28.4

Negotiations upon proposed changes in the terms of this Agreement shall begin no later than thirty (30) days after receipt of the notice specified in Section 28.3 by either party.

SIGNATURE PAGE

FOR THE TOWN OF CHESHIRE

FOR LOCAL 1303-431 OF
COUNCIL 4 AFSCME, AFL-CIO

Michael A. Murrie
TOWN MANAGER

William A. Basel
PRESIDENT LOCAL 1303-431

[Signature]
AFSCME COUNCIL 4
STAFF REPRESENTATIVE

DATE: Feb. 16, 2017

DATE: 2/15/17

APPENDIX "A"
CLASSIFICATION AND WAGE RATES

	1	2	3	4	5	6	7	8	9
L-1									
7/1/2016	17.33	17.83	18.31	18.80	19.29	19.79	20.30	20.79	21.31
7/1/2017	17.75	18.26	18.75	19.25	19.75	20.26	20.79	21.29	21.82
7/1/2018	18.18	18.70	19.19	19.71	20.22	20.75	21.29	21.80	22.34
7/1/2019	18.61	19.15	19.66	20.19	20.71	21.24	21.80	22.32	22.88
L-2									
7/1/2016	20.35	20.96	21.59	22.29	22.91	23.51	24.16	24.76	25.37
7/1/2017	20.84	21.46	22.11	22.82	23.46	24.07	24.74	25.35	25.98
7/1/2018	21.34	21.98	22.64	23.37	24.02	24.65	25.33	25.96	26.60
7/1/2019	21.85	22.51	23.18	23.93	24.60	25.24	25.94	26.59	27.24
L-3									
7/1/2016	24.88	25.64	26.37	27.13	27.75	28.60	29.35	30.08	30.83
7/1/2017	25.46	26.26	27.00	27.78	28.42	29.29	30.05	30.81	31.57
7/1/2018	26.07	26.89	27.65	28.45	29.10	29.99	30.77	31.55	32.33
7/1/2019	26.70	27.54	28.31	29.13	29.80	30.71	31.51	32.31	33.10
L-4									
7/1/2016	27.85	28.48	29.09	29.75	30.65	31.05	31.68	32.34	33.41
7/1/2017	28.51	29.16	29.79	30.46	31.39	31.80	32.44	33.12	34.21
7/1/2018	29.20	29.86	30.50	31.20	32.14	32.56	33.22	33.91	35.03
7/1/2019	29.90	30.58	31.24	31.94	32.19	33.34	34.02	34.72	35.87

L-5

7/1/2016	31.78	32.04	32.26	32.48	32.68	32.77	33.06	33.74	35.52
7/1/2017	32.54	32.81	33.03	33.26	33.46	33.56	33.85	34.55	36.37
7/1/2018	33.32	33.60	33.83	34.06	34.27	34.37	34.67	35.38	37.25
7/1/2019	34.12	34.40	34.64	34.88	35.09	35.19	35.50	36.23	38.14

L-6

7/1/2016			33.09	34.32	35.55	36.77	38.00	39.22	40.46
7/1/2017			33.84	35.14	36.40	37.65	38.91	40.16	41.43
7/1/2018			34.70	35.99	37.28	38.56	39.85	41.13	42.43
7/1/2019			35.53	36.85	38.17	39.48	40.80	42.11	43.44

APPENDIX "B" INSURANCE

<i>Town of Cheshire Library Union Employees</i>					
<i>Anthem Medical Plan Options</i>					
	BLUECARE HMO	CENTURY PREFERRED (eliminated as of 6-30-17)		CENTURY PREFERRED HAS (ELIMINATED AS OF 6-30-17)	
BENEFITS:	IN-NETWORK ONLY	IN-NETWORK	OUT-OF-NETWORK	IN-NETWORK	OUT-OF-NETWORK
Financial Features -					
Out of Network Deductible	None	None	\$400/800/1200	\$1750/\$3500	
Co-insurance	None	None	30%	100%	20%
Out of Pocket Maximum	None	None	\$2000/4000/6000		
Lifetime Maximum Per Member	None	None	\$1,000,000	None	\$1,000,000
Referral Required for Specialty Care	Yes	No	No	No	No
Dependent Limiting Age	19/25	19/25	19/25	19/25	19/25
Primary Care Physician Office Services -					
Routine Preventive Care (Child & Adult)	\$35	\$25	Ded. & Co-ins.	Deductible	Ded. & Co-ins.
Routine Vision Exam	\$35	\$15/24mos	Ded. & Co-ins.	Deductible	Ded. & Co-ins.
Illness & Injury	\$35	\$15	Ded. & Co-ins.	Deductible	Ded. & Co-ins.
Specialist Office Services -	\$45	\$30	Ded. & Co-ins.	Deductible	Ded. & Co-ins.
Pre-Natal Maternity Care Office Visits -	\$35 initial visit	\$25 initial visit	Ded. & Co-ins.	Deductible	Ded. & Co-ins.
Outpatient Surgery -	\$250	\$250	Ded. & Co-ins.	Deductible	Ded. & Co-ins.
Diagnostic X-Ray or Lab Examinations -	No charge	No charge	Ded. & Co-ins.	Deductible	Ded. & Co-ins.
Hospitalization for Maternity, Illness or Injury -					
Semi-Private Room & Board	\$500	\$250	Ded. & Co-ins.	Ded. & Co-ins.	Ded. & Co-ins.
Mental Health & Substance Abuse	\$250	No charge	Ded. & Co-ins.	Ded. & Co-ins.	Ded. & Co-ins.
Emergency Room (waived if admitted in 24 hrs.)-	\$100	\$100	\$25	Deductible	Ded. & Co-ins.
Participating Urgent Care Centers -	\$75	\$75	Not covered	Deductible	Ded. & Co-ins.
Emergency Ambulance Services -	No charge	No charge	No charge	Deductible	Ded. & Co-ins.
Home Health Services (100 visits per yr.) -	No charge	No charge	Ded. & Co-ins.	Deductible	Ded. & Co-ins.
Outpatient Rehabilitative Therapy (50 visits per yr.) -	\$15	\$15	Ded. & Co-ins.	Deductible	Ded. & Co-ins.
Skilled Nursing Facilities (90 days per yr.) -	\$250	No charge	Ded. & Co-ins.	Deductible	Ded. & Co-ins.
Retail Prescription Drugs					
Generic Tier 1 Drugs	\$15	\$10	Ded. & Co-ins.	Deductible	Ded. & Co-ins.
Listed Brand Tier 2 Drugs	\$35	\$30	Ded. & Co-ins.	Deductible	Ded. & Co-ins.
Non-Listed Brand Tier 3 Drugs	\$45	\$35	Ded. & Co-ins.	Deductible	Ded. & Co-ins.
Mail Order Prescription Drugs (90-day supply)-					
Generic Tier 1 Drugs	2x retail copay	2x retail copay	Not covered	Deductible	Not covered
Listed Brand Tier 2 Drugs	2x retail copay	2x retail copay	Not covered	Deductible	Not covered
Non-Listed Brand Tier 3 Drugs	2x retail copay	2x retail copay	Not covered	Deductible	Not covered
Prescription Annual Maximum Per Member -	Unlimited	Unlimited	N/A	Unlimited	N/A

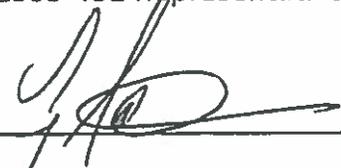
MEMORANDUM OF UNDERSTANDING

The Town of Cheshire (the "Town") and Local 1303-431 of Council #4, AFSCME, AFL-CIO (the "Union") are parties to a collective bargaining agreement ("CBA") effective between July 1, 2016 through June 30, 2020. The Town and the Union agree that for the remainder of this collective bargaining agreement that all Library after Hours shall be incorporated into the collective bargaining agreement with the following conditions:

1. Library After Hours events will be offered to members of Local 1303-431 on a volunteer basis.
2. Members of Local 1303-431 who volunteer will be paid a minimum of three (3) hours.
3. Library After Hour events will generally occur four (4) to eight (8) times per year.

 9/13/18

Local 1303-431 Representative/Date

 9/13/18

Council#4 Staff Representative/ Date

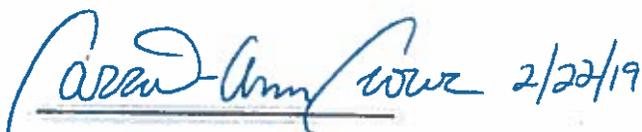
 9/17/18

Town Manager/ Date

MEMORANDUM OF UNDERSTANDING

The Town of Cheshire (the "Town") and Local 1303-431 of Council #4, AFSCME, AFL-CIO (the "Union") are parties to a collective bargaining agreement ("CBA") effective between July 1, 2016 through June 30, 2020. The Town and the Union agree that for the remainder of this collective bargaining agreement all voluntary and approved attendance of conferences, workshops, and professional development courses shall be incorporated into the collective bargaining agreement with the following conditions:

1. Members may accrue up to four (4) hours of "straight" compensatory time per day for attendance that exceeds their hours of work per day.
2. If attendance falls on a day a member is NOT scheduled to work, they will receive "straight" compensatory time for their regular hours per day plus up to four (4) hours for attendance that exceeds their hours of work per day.
3. The published hours for the conference will be used when determining total attendance time.
4. Travel time may be counted to accrue the four (4) hours.

 2/27/19

Local 1303-431 Representative/Date

 2/15/19

Council#4 Staff Representative/ Date

 2/15/19

Town Manager/ Date